

GENERAL SERVICES ADMINISTRATION PUBLIC BUILDINGS SERVICE LEASE AMENDMENT	LEASE AMENDMENT NO. 11
ADDRESS OF PREMISES 1401 H Street NW, Washington, DC, 20006	TO LEASE NO. GS-11B-02208 PDN Number:

THIS AMENDMENT is made and entered into between **TREA 1401 H, LLC.**, a Delaware limited liability company

whose address is **TREA1401 H, LLC**
1209 Orange Street
Wilmington, DE 19801

hereinafter called the Lessor, and the **UNITED STATES OF AMERICA**, hereinafter called the Government:

WHEREAS, the parties hereto desire to amend the above Lease.

NOW THEREFORE, these parties for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, covenant and agree that the said Lease is amended upon execution by the Government as follows:

The Government and Lessor hereby agree to the following amendments to the Lease:

1. **Extension Term:** The Lease term is hereby extended for thirteen (13) months from April 12, 2021 through May 11, 2022, subject to the Government's termination rights as set forth in Paragraph 9 below, and subject to the Government's obligation as stated below to vacate the Relinquished Area (as defined below.)
2. **Premises:** From April 12, 2021 through December 13, 2021, the leased premises shall continue to consist of 59,309 BOMA rentable square feet (BRSF) / 52,145 ANSI BOMA Office Area Square Feet (ABOA SF) which includes 28,507 BRSF / 24,863 ABOASF located on the third (3rd) floor (the entire third (3rd) floor) and 30,802 BRSF / 27,282 ABOASF on the fourth (4th) floor (the entire fourth (4th) floor) (the "Original Premises"); one reserved parking space, and 23 unreserved parking spaces, located at 1401 H Street NW, Washington, DC, 20006.


On or before December 13, 2021, the Government agrees to vacate the demised premises located on the fourth (4th) floor except for the existing LAN Room as indicated on the attached Exhibit B (the "Retained Fourth Floor Area") and relinquish control of such space to the Lessor. That portion of the fourth (4th) floor premises which is not part of the Retained Fourth Floor Area shall be called the "Relinquished Area." The Lessor agrees to secure and protect the LAN room from dust and debris as a result of construction in the Relinquished Area and provide security for the LAN room at the Lessor's expense in accordance with the security standards already applicable under the Lease.

This Lease Amendment contains 7 pages including Exhibits A and B.

All other terms and conditions of the Lease shall remain in force and effect.
 IN WITNESS WHEREOF, the parties subscribed their names as of the below date.

FOR THE LESSOR:

TREA 1401 H, LLC.

Signature: 
 Name: Vadim Goland
 Title: Authorized Signatory
 Date: 12/8/2021

FOR THE GOVERNMENT:

Signature: 
 Name: Kevin Morrison
 Title: Lease Contracting Officer
 Date: 12/20/2021

WITNESSED FOR THE LESSOR BY:

Signature: _____
 Name: _____
 Title: _____
 Date: _____

Effective December 14, 2021 through May 11, 2022, the Government shall occupy the "Reduced Premises" which shall consist of 28,957 BRSF / 25,259 ABOASF, including 28,507 BRSF / 24,863 ABOA SF located on the third (3rd) floor and the Retained Fourth Floor Area, consisting of 450 BRSF / 396 ABOA SF as shown on Exhibit B.

3. **Annual Rent:** Subject to adjustments for operating costs and the real estate taxes, which shall continue to be processed in the manner established by this Lease as further detailed in this LA, effective as of April 12, 2021 through December 13, 2021, the total annual rent shall be \$3,425,055.27 (\$57.75/BRSF * 59,309 BRSF). The annual rent does not include a tenant improvement allowance (TIA) or a building security amortized capital (BSAC).
- Effective December 14, 2021 and dependent upon the Government vacating the Relinquished Area, the total annual rent shall be reduced to \$1,672,266.75 (\$57.75/BRSF x 28,957 BRSF).
4. **Operating Costs Adjustment:** The Annual Rent set forth above does not incorporate the Operating Costs adjustment due April 12, 2021, which will be administered separately after execution of this LA in accordance with Paragraph 4.3 of the SFO.
5. **Tax Adjustment:** Effective December 14, 2021, the Government's percentage of occupancy shall be reduced from 16.915% to 8.26%, as calculated: 28,957 BRSF / 350,635 BRSF. Pursuant to Paragraph 4.2 of the SFO, the tax adjustment shall be calculated on the proportionate share of the Tax Year that the Government occupied the Original Premises and the Reduced Premises.
6. **Consolidating on the 3rd Floor:** The Lessor agrees to relocate Government's furniture and non-fixed equipment in the Relinquished Area to the third (3rd) floor or another agreed upon storage location. For the furniture and non-fixed equipment which the Government does not wish to relocate to the third (3rd) floor or other agreed upon storage location, the Lessor may remove such furniture and discard or salvage it at the Lessor's option). The Lessor agrees to provide the Government with access, when and as reasonably requested and during the Lease term, to the Retained Fourth Floor Area. The Lessor shall bear all costs associated with the relocation, consolidation and disposal of Government property from the 4th floor.
7. **Claim:** The Lessor submitted a claim against the Government on September 27, 2021 (the "Claim"). The Lessor agrees to withdraw the Claim immediately upon the full execution of this Agreement, it being understood that this Lease Amendment shall not affect any right the Lessor may have in the future to assert claims against the Government for any action or inaction by the Government after the execution of this Lease Amendment.
8. **Termination Right:** The Government may terminate this Lease in whole, at any time after April 12, 2022 by providing not less than 30 days' prior written notice to the Lessor. The effective date of the termination shall be the day following the expiration of the required notice period or the termination date set forth in the notice, whichever is later. No rental shall accrue after the effective date of termination.

This document will not constitute a payment until the date of execution by the Government. As a result, no payments whatsoever are due under this agreement until (30) days after the date of execution. Any amount due there under will not accrue interest until that time.

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Exhibit A**52.204-25 Prohibition on Contracting for Certain Telecommunications and Video Surveillance Services or Equipment (Aug 2020)**

(a) *Definitions.* As used in this clause—

Backhaul means intermediate links between the core network, or backbone network, and the small subnetworks at the edge of the network (e.g., connecting cell phones/towers to the core telephone network). Backhaul can be wireless (e.g., microwave) or wired (e.g., fiber optic, coaxial cable, Ethernet).

Covered foreign country means The People's Republic of China.

Covered telecommunications equipment or services means—

(1) Telecommunications equipment produced by Huawei Technologies Company or ZTE Corporation (or any subsidiary or affiliate of such entities);

(2) For the purpose of public safety, security of Government facilities, physical security surveillance of critical infrastructure, and other national security purposes, video surveillance and telecommunications equipment produced by Hytera Communications Corporation, Hangzhou Hikvision Digital Technology Company, or Dahua Technology Company (or any subsidiary or affiliate of such entities);

(3) Telecommunications or video surveillance services provided by such entities or using such equipment; or

(4) Telecommunications or video surveillance equipment or services produced or provided by an entity that the Secretary of Defense, in consultation with the Director of National Intelligence or the Director of the Federal Bureau of Investigation, reasonably believes to be an entity owned or controlled by, or otherwise connected to, the government of a covered foreign country.

Critical technology means—

(1) Defense articles or defense services included on the United States Munitions List set forth in the International Traffic in Arms Regulations under subchapter M of chapter I of title 22, Code of Federal Regulations;

(2) Items included on the Commerce Control List set forth in Supplement No. 1 to part 774 of the Export Administration Regulations under subchapter C of chapter VII of title 15, Code of Federal Regulations, and controlled—

(i) Pursuant to multilateral regimes, including for reasons relating to national security, chemical and biological weapons proliferation, nuclear nonproliferation, or missile technology; or

(ii) For reasons relating to regional stability or surreptitious listening;

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(3) Specially designed and prepared nuclear equipment, parts and components, materials, software, and technology covered by part 810 of title 10, Code of Federal Regulations (relating to assistance to foreign atomic energy activities);

(4) Nuclear facilities, equipment, and material covered by part 110 of title 10, Code of Federal Regulations (relating to export and import of nuclear equipment and material);

(5) Select agents and toxins covered by part 331 of title 7, Code of Federal Regulations, part 121 of title 9 of such Code, or part 73 of title 42 of such Code; or

(6) Emerging and foundational technologies controlled pursuant to section 1758 of the Export Control Reform Act of 2018 (50 U.S.C. 4817).

Interconnection arrangements means arrangements governing the physical connection of two or more networks to allow the use of another's network to hand off traffic where it is ultimately delivered (*e.g.*, connection of a customer of telephone provider A to a customer of telephone company B) or sharing data and other information resources.

Reasonable inquiry means an inquiry designed to uncover any information in the entity's possession about the identity of the producer or provider of covered telecommunications equipment or services used by the entity that excludes the need to include an internal or third-party audit.



Roaming means cellular communications services (*e.g.*, voice, video, data) received from a visited network when unable to connect to the facilities of the home network either because signal coverage is too weak or because traffic is too high.

Substantial or essential component means any component necessary for the proper function or performance of a piece of equipment, system, or service.

(b) *Prohibition.*

(1) Section 889(a)(1)(A) of the John S. McCain National Defense Authorization Act for Fiscal Year 2019 (Pub. L. 115-232) prohibits the head of an executive agency on or after August 13, 2019, from procuring or obtaining, or extending or renewing a contract to procure or obtain, any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system. The Contractor is prohibited from providing to the Government any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system, unless an exception at paragraph (c) of this clause applies or the covered telecommunication equipment or services are covered by a waiver described in FAR [4.2104](#).

(2) Section 889(a)(1)(B) of the John S. McCain National Defense Authorization Act for Fiscal Year 2019 (Pub. L. 115-232) prohibits the head of an executive agency on or after August 13, 2020, from entering into a contract, or extending or renewing a contract, with an entity that uses any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system, unless an exception at paragraph (c) of this clause applies or the covered

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telecommunication equipment or services are covered by a waiver described in FAR 4.2104. This prohibition applies to the use of covered telecommunications equipment or services, regardless of whether that use is in performance of work under a Federal contract.

(c) *Exceptions.* This clause does not prohibit contractors from providing—

(1) A service that connects to the facilities of a third-party, such as backhaul, roaming, or interconnection arrangements; or

(2) Telecommunications equipment that cannot route or redirect user data traffic or permit visibility into any user data or packets that such equipment transmits or otherwise handles.

(d) Reporting requirement.

(1) In the event the Contractor identifies covered telecommunications equipment or services used as a substantial or essential component of any system, or as critical technology as part of any system, during contract performance, or the Contractor is notified of such by a subcontractor at any tier or by any other source, the Contractor shall report the information in paragraph (d)(2) of this clause to the Contracting Officer, unless elsewhere in this contract are established procedures for reporting the information; in the case of the Department of Defense, the Contractor shall report to the website at <https://dibnet.dod.mil>. For indefinite delivery contracts, the Contractor shall report to the Contracting Officer for the indefinite delivery contract and the Contracting Officer(s) for any affected order or, in the case of the Department of Defense, identify both the indefinite delivery contract and any affected orders in the report provided at <https://dibnet.dod.mil>.



(2) The Contractor shall report the following information pursuant to paragraph (d)(1) of this clause

(i) Within one business day from the date of such identification or notification: the contract number; the order number(s), if applicable; supplier name; supplier unique entity identifier (if known); supplier Commercial and Government Entity (CAGE) code (if known); brand; model number (original equipment manufacturer number, manufacturer part number, or wholesaler number); item description; and any readily available information about mitigation actions undertaken or recommended.

(ii) Within 10 business days of submitting the information in paragraph (d)(2)(i) of this clause: any further available information about mitigation actions undertaken or recommended. In addition, the Contractor shall describe the efforts it undertook to prevent use or submission of covered telecommunications equipment or services, and any additional efforts that will be incorporated to prevent future use or submission of covered telecommunications equipment or services.

(e) *Subcontracts.* The Contractor shall insert the substance of this clause, including this paragraph (e) and excluding paragraph (b)(2), in all subcontracts and other contractual instruments, including subcontracts for the acquisition of commercial items.

(End of clause)

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LDC02208 LA 11 EXHIBIT B

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4TH FLOOR
32,968 RSF

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